

UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE:

|                        |   |                          |
|------------------------|---|--------------------------|
| Mthandi D. Burton      | : | Bankruptcy No.: 17-15974 |
| 8649 Bayard Street     | : | Chapter 13               |
| Philadelphia, PA 19150 | : |                          |
|                        |   | Debtor                   |

**Motion to Modify Plan After Confirmation**

The Debtor, Mthandi D. Burton by her attorney, Teresa Brady, Esquire, hereby moves to modify her Chapter 13 Plan. In support of this motion Debtor avers:

1. On January 29, 2019, Pa Housing Finance Agency (hereinafter “mortgage company”) filed a *Motion for Relief from Automatic Stay*.
2. The mortgage company and the debtor resolved the *Motion for Relief* by a stipulation that adds post-petition mortgage arrears of \$13,397.30 to the pre-petition arrears, see stipulation, Exhibit “A.”
3. The Chapter 13 plan presently requires Debtor to pay to the Trustee \$292.00 per month for the balance of the Chapter 13 plan.
4. With increased post-petition monies due to the mortgage company, the debtor’s Trustee payments will increase to \$645.00, starting May 2019 through the end of the Plan.
5. The proposed amended Chapter 13 plan is attached and labeled Exhibit “B” and the amended schedule J is attached as Exhibit “C.”

**WHEREFORE**, the Debtor prays that she be permitted to amend her plan to conform to the attached amended plan.

/S/TeresaBrady,Esquire  
Teresa Brady, Esquire  
Attorney for Debtor  
210 East Girard Avenue  
Philadelphia, PA 19125  
215-426-1020

Date: April 30, 2019

UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: :  
Mthandi D. Burton

: Bankruptcy No.: 17-15974  
8649 Bayard Street : Chapter 13  
Philadelphia, PA 19150 :  
Debtor

**ORDER TO MODIFY CHAPTER 13 PLAN AFTER CONFIRMATION**

AND NOW, this \_\_\_\_ day of \_\_\_\_\_, 2019 upon the Debtor's  
"Motion to Modify Plan After Confirmation,"

It is hereby ORDERED and DECREED that the Chapter 13 Plan dated April 30, 2019 is confirmed and trustee payments will increase from \$292.00 to \$645.00 per month beginning May, 2019 through the end of the Chapter 13 plan.

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J.

# Exhibit A

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

|  |                |                       |
|--|----------------|-----------------------|
| Mthandi D. Burton                      | <u>Debtor</u>  | CHAPTER 13            |
| PENNSYLVANIA HOUSING FINANCE<br>AGENCY | <u>Movant</u>  | NO. 17-15974 MDC      |
| vs.                                    |                |                       |
| Mthandi D. Burton                      | <u>Debtor</u>  | 11 U.S.C. Section 362 |
| William C. Miller Esq.                 | <u>Trustee</u> |                       |

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is **\$16,397.30**, which breaks down as follows;

|                                  |   |
|----------------------------------|---|
| Post-Petition Payments:          | October 2017 to October 2018 for \$788.00/month |
| Late Charges:                    | November 2018 to April 2019 at \$785.00/month   |
| Fees & Costs Relating to Motion: | October 2017 to April 2019 at \$21.70/month     |
| Total Post-Petition Arrears      | \$1,031.00                                      |
|                                  | <b>\$16,397.30</b>                              |

2. The Debtor shall cure said arrearages in the following manner:

- a). Within seven (7) days of the filing of this Stipulation, Debtor shall file an Amended Chapter 13 Plan to include the post-petition arrears of **\$13,397.30**

- b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of **\$13,397.30** along with the pre-petition arrears;

- c). The new 410A form for a Proof of Claim shall not be required for this Amended or Supplemental Proof of Claim.

3. Beginning with the payment due May 1, 2019 and continuing thereafter, Debtor shall pay to Movant the present regular monthly mortgage payment of \$785.00 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month).

4. Should Debtor provide sufficient proof of payments made, but not credited (front & back copies of cancelled checks and/or money orders), Movant shall adjust the account accordingly.

5. In the event the payments under Section 3 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the Court and the Court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: April 22, 2019

By: /s/ Kevin G. McDonald, Esquire  
Attorney for Movant

Date: 4.29.19

Teresa Brady  
Teresa Brady, Esquire  
Attorney for Debtor

Date: \_\_\_\_\_

William C. Miller, Esquire  
Attorney for Debtor

Approved by the Court this \_\_\_\_\_ day of \_\_\_\_\_, 2019. However, the court retains discretion regarding entry of any further order.

\_\_\_\_\_  
Bankruptcy Judge  
Magdeline D. Coleman

# Exhibit B

L.B.F. 3015.1

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF PENNSYLVANIA

In re:

Mthanele D. Burton

Case No.:

17-15974

Chapter: 13

Debtor(s)

Chapter 13 Plan

- Original  
 4-30-19 Amended

Date: \_\_\_\_\_

THE DEBTOR HAS FILED FOR RELIEF UNDER  
CHAPTER 13 OF THE BANKRUPTCY CODE

YOUR RIGHTS WILL BE AFFECTED

You should have received from the court a separate Notice of the Hearing on Confirmation of Plan, which contains the date of the confirmation hearing on the Plan proposed by the Debtor. This document is the actual Plan proposed by the Debtor to adjust debts. You should read these papers carefully and discuss them with your attorney. **ANYONE WHO WISHES TO OPPOSE ANY PROVISION OF THIS PLAN MUST FILE A WRITTEN OBJECTION** in accordance with Bankruptcy Rule 3015 and Local Rule 3015-4. This Plan may be confirmed and become binding, unless a written objection is filed.

IN ORDER TO RECEIVE A DISTRIBUTION UNDER THE PLAN, YOU  
MUST FILE A PROOF OF CLAIM BY THE DEADLINE STATED IN THE  
NOTICE OF MEETING OF CREDITORS.

**Part 1: Bankruptcy Rule 3015.1(c) Disclosures**

- Plan contains non-standard or additional provisions – see Part 9  
 Plan limits the amount of secured claim(s) based on value of collateral – see Part 4  
 Plan avoids a security interest or lien – see Part 4 and/or Part 9

**Part 2: Plan Payment, Length and Distribution – PARTS 2(c) & 2(e) MUST BE COMPLETED IN  
EVERY CASE**

**§ 2(a)(1) Initial Plan:**

Total Base Amount to be paid to the Chapter 13 Trustee ("Trustee") \$ \_\_\_\_\_

Debtor shall pay the Trustee \$ \_\_\_\_\_ per month for \_\_\_\_\_ months; and

Debtor shall pay the Trustee \$ \_\_\_\_\_ per month for \_\_\_\_\_ months.

- Other changes in the scheduled plan payment are set forth in § 2(d)

**§ 2(a)(2) Amended Plan:**

Total Base Amount to be paid to the Chapter 13 Trustee ("Trustee") \$ 32183.00

The Plan payments by Debtor shall consists of the total amount previously paid (\$1650 for 5 mos)  
added to the new monthly Plan payments in the amount of \$272.00 beginning March (date) and  
continuing for \_\_\_\_\_ months.

- Other changes in the scheduled plan payment are set forth in § 2(d)

2018 - April 2019  
(for 14 mos)

§ 2(b) Debtor shall make plan payments to the Trustee from the following sources in addition to future wages (Describe source, amount and date when funds are available, if known):

§ 2(c) Alternative treatment of secured claims:

None. If "None" is checked, the rest of § 2(c) need not be completed.

Sale of real property

See § 7(c) below for detailed description

Loan modification with respect to mortgage encumbering property:

See § 4(f) below for detailed description

§ 2(d) Other information that may be important relating to the payment and length of Plan:

*Amended ch 13 Plan Post - Confirmation*

§ 2(e) Estimated Distribution:

A. Total Priority Claims (Part 3)

*MAY 2019 - end of ch 13*

*Plan \$645.00 per mo. for (41 months)*

1. Unpaid attorney's fees \_\_\_\_\_  
2. Unpaid attorney's costs \_\_\_\_\_  
3. Other priority claims (e.g., priority taxes) \_\_\_\_\_

B. Total distribution to cure defaults (§ 4(b)) \_\_\_\_\_

C. Total distribution on secured claims (§§ 4(c) &(d)) \_\_\_\_\_

D. Total distribution on unsecured claims (Part 5) \_\_\_\_\_

Subtotal \_\_\_\_\_

E. Estimated Trustee's Commission \_\_\_\_\_

F. Base Amount \_\_\_\_\_

**Part 3: Priority Claims (Including Administrative Expenses & Debtor's Counsel Fees)**

§ 3(a) Except as provided in § 3(b) below, all allowed priority claims will be paid in full unless the creditor agrees otherwise:

| Creditor                       | Type of Priority    | Estimated Amount to be Paid |
|--------------------------------|---------------------|-----------------------------|
| <i>Teresa Bradley,<br/>ESQ</i> | <i>attorney fee</i> | <i>1500.00</i>              |

**§ 3(b) Domestic Support obligations assigned or owed to a governmental unit and paid less than full amount.**

**None.** If "None" is checked, the rest of § 3(b) need not be completed.

The allowed priority claims listed below are based on a domestic support obligation that has been assigned to or is owed to a governmental unit and will be paid less than the full amount of the claim. *This plan provision requires that payments in § 2(a) be for a term of 60 months; see 11 U.S.C. § 1322(a)(4).*

| Name of Creditor | Amount of claim to be paid |
|------------------|----------------------------|
|                  |                            |
|                  |                            |

**Part 4: Secured Claims**

**§ 4(a) Secured claims not provided for by the Plan:**

**None.** If "None" is checked, the rest of § 4(a) need not be completed.

| Creditor  | Secured Property |
|---|------------------|
| <input type="checkbox"/> If checked, debtor will pay the creditor(s) listed below directly in accordance with the contract terms or otherwise by agreement. |                  |
| <input type="checkbox"/> If checked, debtor will pay the creditor(s) listed below directly in accordance with the contract terms or otherwise by agreement. |                  |

**§ 4(b) Curing default and maintaining payments**

**None.** If "None" is checked, the rest of § 4(b) need not be completed.

The Trustee shall distribute an amount sufficient to pay allowed claims for prepetition arrearages; and, Debtor shall pay directly to creditor monthly obligations falling due after the bankruptcy filing in accordance with the parties' contract.

| Creditor           | Description of Secured Property and Address, if real property | Current Monthly Payment to be paid directly to creditor by Debtor | Estimated Arrearage   | Interest Rate on Arrearage, if applicable (%) | Amount to be Paid to Creditor by the Trustee |
|--------------------|---|---|---|---|--|
| PA<br>Housing auth | 8649<br>Bryant St.<br>Phila Pa.<br>19150                      | 792.00  | 13,492.92<br>Pre-Petition<br>Plus<br>Post Petition<br>13,397.30 |   | 26,890.22                                    |

Total:  
26890.22

**§ 4(c) Allowed secured claims to be paid in full: based on proof of claim or pre-confirmation determination of the amount, extent or validity of the claim**

None. If "None" is checked, the rest of § 4(c) need not be completed.

(1) Allowed secured claims listed below shall be paid in full and their liens retained until completion of payments under the plan.

(2) If necessary, a motion, objection and/or adversary proceeding, as appropriate, will be filed to determine the amount, extent or validity of the allowed secured claim and the court will make its determination prior to the confirmation hearing.

(3) Any amounts determined to be allowed unsecured claims will be treated either: (A) as a general unsecured claim under Part 5 of the Plan or (B) as a priority claim under Part 3, as determined by the court.

(4) In addition to payment of the allowed secured claim, "present value" interest pursuant to 11 U.S.C. § 1325(a)(5)(B)(ii) will be paid at the rate and in the amount listed below. *If the claimant included a different interest rate or amount for "present value" interest in its proof of claim or otherwise disputes the amount provided for "present value" interest, the claimant must file an objection to confirmation.*

(5) Upon completion of the Plan, payments made under this section satisfy the allowed secured claim and release the corresponding lien.

| Name of Creditor | Description of Secured Property and Address, if real property | Allowed Secured Claim | Present Value Interest Rate | Dollar Amount of Present Value Interest | Total Amount to be paid |
|------------------|---|-----------------------|-----------------------------|---|-------------------------|
| City of Phila.   | water lien  | 838.                  | 45%                         |   | 838.45                  |

**§ 4(d) Allowed secured claims to be paid in full that are excluded from 11 U.S.C. § 506**

None. If "None" is checked, the rest of § 4(d) need not be completed.

The claims below were either (1) incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for the personal use of the debtor(s), or (2) incurred within 1 year of the petition date and secured by a purchase money security interest in any other thing of value.

(1) The allowed secured claims listed below shall be paid in full and their liens retained until completion of payments under the plan.

(2) In addition to payment of the allowed secured claim, "present value" interest pursuant to 11 U.S.C. § 1325(a)(5)(B)(ii) will be paid at the rate and in the amount listed below. If the claimant included a different interest rate or amount for "present value" interest in its proof of claim, the court will determine the present value interest rate and amount at the confirmation hearing.

| Name of Creditor | Collateral | Amount of Claim | Present Value Interest % | Estimated total payments \$ |
|------------------|------------|-----------------|--------------------------|-----------------------------|
|                  |            |                 |                          |                             |
|                  |            |                 |                          |                             |
|                  |            |                 |                          |                             |

**§ 4(e) Surrender**

**None.** If "None" is checked, the rest of § 4(e) need not be completed.

- (1) Debtor elects to surrender the secured property listed below that secures the creditor's claim.
- (2) The automatic stay under 11 U.S.C. § 362(a) and 1301(a) with respect to the secured property terminates upon confirmation of the Plan.
- (3) The Trustee shall make no payments to the creditors listed below on their secured claims.

| Creditor | Secured Property |
|----------|------------------|
|          |                  |

**§ 4(f) Loan Modification**

**None.** If "None" is checked, the rest of § 4(f) need not be completed.

- (1) Debtor shall pursue a loan modification directly with \_\_\_\_\_ or its successor in interest or its current servicer ("Mortgage Lender"), in an effort to bring the loan current and resolve the secured arrearage claim.
- (2) During the modification application process, Debtor shall make adequate protection payments directly to Mortgage Lender in the amount of \$\_\_\_\_\_ per month, which represents \_\_\_\_\_ (**describe basis of adequate protection payment**). Debtor shall remit the adequate protection payments directly to the Mortgage Lender.
- (3) If the modification is not approved by \_\_\_\_\_(date), Debtor shall either (A) file an amended Plan to otherwise provide for the allowed claim of the Mortgage Lender; or (B) Mortgage Lender may seek relief from the automatic stay with regard to the collateral and Debtor will not oppose it.

**Part 5: General Unsecured Claims**

**§ 5(a) Separately classified allowed unsecured non-priority claims**

**None.** If "None" is checked, the rest of § 5(a) need not be completed.

| Creditor | Basis for Separate Classification | Treatment | Amount of Claim | Amount to be paid |
|----------|-----------------------------------|-----------|-----------------|-------------------|
|          |                                   |           |                 |                   |

**§ 5(b) Timely filed unsecured non-priority claims**

- (1) Liquidation Test (**check one box**)

All Debtor(s) property is claimed as exempt.  
 Debtor(s) has non-exempt property valued at \$\_\_\_\_\_ for purposes of § 1325(a)(4) and plan provides for distribution of \$\_\_\_\_\_ to allowed priority and unsecured general creditors.

- (2) Funding: § 5(b) claims to be paid as follows (**check one box**):

Pro rata  
 100%  
 Other (Describe)

#### Part 6: Executory Contracts & Unexpired Leases

**None.** If "None" is checked, the rest of § 6 need not be completed.

| Creditor | Nature of Contract or Lease | Treatment by Debtor Pursuant to §365(b) |
|----------|-----------------------------|---|
|          |                             |   |

#### Part 7: Other Provisions

##### § 7(a) General principles applicable to the Plan

###### (1) Vesting of Property of the Estate (*check one box*)

- Upon confirmation  
 Upon discharge

(2) Subject to Bankruptcy Rule 3012, the amount of a creditor's claim listed in its proof of claim controls over any contrary amounts listed in Parts 3, 4 or 5 of the Plan.

(3) Post-petition contractual payments under § 1322(b)(5) and adequate protection payments under § 1326(a)(1)(B),(C) shall be disbursed to the creditors by the debtor directly. All other disbursements to creditors shall be made by the Trustee.

(4) If Debtor is successful in obtaining a recovery in a personal injury or other litigation in which Debtor is the plaintiff, before the completion of plan payments, any such recovery in excess of any applicable exemption will be paid to the Trustee as a special Plan payment to the extent necessary to pay priority and general unsecured creditors, or as agreed by the Debtor and the Trustee and approved by the court.

##### § 7(b) Affirmative duties on holders of claims secured by a security interest in debtor's principal residence

(1) Apply the payments received from the Trustee on the pre-petition arrearage, if any, only to such arrearage.

(2) Apply the post-petition monthly mortgage payments made by the Debtor to the post-petition mortgage obligations as provided for by the terms of the underlying mortgage note.

(3) Treat the pre-petition arrearage as contractually current upon confirmation for the Plan for the sole purpose of precluding the imposition of late payment charges or other default-related fees and services based on the pre-petition default or default(s). Late charges may be assessed on post-petition payments as provided by the terms of the mortgage and note.

(4) If a secured creditor with a security interest in the Debtor's property sent regular statements to the Debtor pre-petition, and the Debtor provides for payments of that claim directly to the creditor in the Plan, the holder of the claims shall resume sending customary monthly statements.

(5) If a secured creditor with a security interest in the Debtor's property provided the Debtor with coupon books for payments prior to the filing of the petition, upon request, the creditor shall forward post-petition coupon book(s) to the Debtor after this case has been filed.

(6) Debtor waives any violation of stay claim arising from the sending of statements and coupon books as set forth above.

**§ 7(c) Sale of Real Property**

**None.** If "None" is checked, the rest of § 7(c) need not be completed.

(1) Closing for the sale of \_\_\_\_\_ (the "Real Property") shall be completed within months of the commencement of this bankruptcy case (the "Sale Deadline"). Unless otherwise agreed by the parties or provided by the Court, each allowed claim secured by the Real Property will be paid in full under §4(b)(1) of the Plan at the closing ("Closing Date").

(2) The Real Property will be marketed for sale in the following manner and on the following terms:

(3) Confirmation of this Plan shall constitute an order authorizing the Debtor to pay at settlement all customary closing expenses and all liens and encumbrances, including all § 4(b) claims, as may be necessary to convey good and marketable title to the purchaser. However, nothing in this Plan shall preclude the Debtor from seeking court approval of the sale of the property free and clear of liens and encumbrances pursuant to 11 U.S.C. §363(f), either prior to or after confirmation of the Plan, if, in the Debtor's judgment, such approval is necessary or in order to convey insurable title or is otherwise reasonably necessary under the circumstances to implement this Plan.

(4) Debtor shall provide the Trustee with a copy of the closing settlement sheet within 24 hours of the Closing Date.

(5) In the event that a sale of the Real Property has not been consummated by the expiration of the Sale Deadline:

**Part 8: Order of Distribution**

The order of distribution of Plan payments will be as follows:

Level 1: Trustee Commissions\*

Level 2: Domestic Support Obligations

Level 3: Adequate Protection Payments

Level 4: Debtor's attorney's fees

Level 5: Priority claims, pro rata

Level 6: Secured claims, pro rata

Level 7: Specially classified unsecured claims

Level 8: General unsecured claims

Level 9: Untimely filed general unsecured non-priority claims to which debtor has not objected

\*Percentage fees payable to the standing trustee will be paid at the rate fixed by the United States Trustee not to exceed ten (10) percent.

#### Part 9: Non Standard or Additional Plan Provisions

Under Bankruptcy Rule 3015.1(e), Plan provisions set forth below in Part 9 are effective only if the applicable box in Part 1 of this Plan is checked. Nonstandard or additional plan provisions placed elsewhere in the Plan are void.

- None.** If "None" is checked, the rest of Part 9 need not be completed.

US Dept of Housing and  
Urban Dev (claim # 2)  
is a subordinate  
mortgage and will be  
Pd when it comes  
due June 1, 2044

#### Part 10: Signatures

By signing below, attorney for Debtor(s) or unrepresented Debtor(s) certifies that this Plan contains no nonstandard or additional provisions other than those in Part 9 of the Plan.

Date: 4-30-19

Tessa Tracy  
Attorney for Debtor(s)

If Debtor(s) are unrepresented, they must sign below.

Date: \_\_\_\_\_

Debtor

Date: \_\_\_\_\_

Joint Debtor

# Exhibit C

Fill in this information to identify your case:

|   |                                  |
|---|----------------------------------|
| Debtor 1                                | Mthandi D. Burton                |
| Debtor 2<br>(Spouse, if filing)         |                                  |
| United States Bankruptcy Court for the: | EASTERN DISTRICT OF PENNSYLVANIA |
| Case number<br>(if known)               | 17-15974                         |

Check if this is:

- An amended filing  
 A supplement showing postpetition chapter 13 expenses as of the following date:

MM / DD / YYYY

## Official Form 106J

### Schedule J: Your Expenses

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

#### Part 1: Describe Your Household

1. Is this a joint case?

- No. Go to line 2.  
 Yes. Does Debtor 2 live in a separate household?  
     No  
     Yes. Debtor 2 must file Official Form 106J-2, Expenses for Separate Household of Debtor 2.

2. Do you have dependents?  No

Do not list Debtor 1 and  Yes. Fill out this information for  
Debtor 2. each dependent.....

Do not state the  
dependents names.

| Dependent's relationship to<br>Debtor 1 or Debtor 2 | Dependent's<br>age | Does dependent<br>live with you? |
|---|--------------------|----------------------------------|
|   |                    |                                  |
|   |                    |                                  |
|   |                    |                                  |
|   |                    |                                  |

3. Do your expenses include  
expenses of people other than  
yourself and your dependents?  No  
     Yes

#### Part 2: Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental Schedule J, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on Schedule I: Your Income (Official Form 106I.)



4. The rental or home ownership expenses for your residence. Include first mortgage payments and any rent for the ground or lot.

4. \$ 792.00

If not included in line 4:

- 4a. Real estate taxes  
4b. Property, homeowner's, or renter's insurance  
4c. Home maintenance, repair, and upkeep expenses  
4d. Homeowner's association or condominium dues  
5. Additional mortgage payments for your residence, such as home equity loans

|        |       |
|--------|-------|
| 4a. \$ | 0.00  |
| 4b. \$ | 0.00  |
| 4c. \$ | 45.00 |
| 4d. \$ | 0.00  |
| 5. \$  | 0.00  |

|  |  |
|--|--|
| Debtor 1 <u>Mthandi D. Burton</u>  | Case number (if known) <u>17-15974</u> |
| <b>6. Utilities:</b>   |  |
| 6a. Electricity, heat, natural gas   | 6a. \$ <u>230.00</u>                   |
| 6b. Water, sewer, garbage collection   | 6b. \$ <u>80.00</u>                    |
| 6c. Telephone, cell phone, Internet, satellite, and cable services   | 6c. \$ <u>75.00</u>                    |
| 6d. Other. Specify:  | 6d. \$ <u>0.00</u>                     |
| <b>7. Food and housekeeping supplies</b>   |  |
| 7. \$ <u>200.00</u>  |  |
| <b>8. Childcare and children's education costs</b>   |  |
| 8. \$ <u>0.00</u>  |  |
| <b>9. Clothing, laundry, and dry cleaning</b>  |  |
| 9. \$ <u>60.00</u>   |  |
| <b>10. Personal care products and services</b>   |  |
| 10. \$ <u>0.00</u>   |  |
| <b>11. Medical and dental expenses</b>   |  |
| 11. \$ <u>0.00</u>   |  |
| <b>12. Transportation. Include gas, maintenance, bus or train fare.</b><br>Do not include car payments.  |  |
| 12. \$ <u>80.00</u>  |  |
| <b>13. Entertainment, clubs, recreation, newspapers, magazines, and books</b>  |  |
| 13. \$ <u>0.00</u>   |  |
| <b>14. Charitable contributions and religious donations</b>  |  |
| 14. \$ <u>0.00</u>   |  |
| <b>15. Insurance.</b><br>Do not include insurance deducted from your pay or included in lines 4 or 20.   |  |
| 15a. Life insurance  | 15a. \$ <u>0.00</u>                    |
| 15b. Health insurance  | 15b. \$ <u>0.00</u>                    |
| 15c. Vehicle insurance   | 15c. \$ <u>0.00</u>                    |
| 15d. Other insurance. Specify:   | 15d. \$ <u>0.00</u>                    |
| <b>16. Taxes. Do not include taxes deducted from your pay or included in lines 4 or 20.</b><br>Specify:  |  |
| 16. \$ <u>0.00</u>   |  |
| <b>17. Installment or lease payments:</b>  |  |
| 17a. Car payments for Vehicle 1  | 17a. \$ <u>0.00</u>                    |
| 17b. Car payments for Vehicle 2  | 17b. \$ <u>0.00</u>                    |
| 17c. Other. Specify:   | 17c. \$ <u>0.00</u>                    |
| 17d. Other. Specify:   | 17d. \$ <u>0.00</u>                    |
| <b>18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, Schedule I, Your Income (Official Form 106I).</b>   |  |
| 18. \$ <u>0.00</u>   |  |
| <b>19. Other payments you make to support others who do not live with you.</b><br>Specify:   |  |
| 19. \$ <u>0.00</u>   |  |
| <b>20. Other real property expenses not included in lines 4 or 5 of this form or on Schedule I: Your Income.</b>   |  |
| 20a. Mortgages on other property   | 20a. \$ <u>0.00</u>                    |
| 20b. Real estate taxes   | 20b. \$ <u>0.00</u>                    |
| 20c. Property, homeowner's, or renter's insurance  | 20c. \$ <u>0.00</u>                    |
| 20d. Maintenance, repair, and upkeep expenses  | 20d. \$ <u>0.00</u>                    |
| 20e. Homeowner's association or condominium dues   | 20e. \$ <u>0.00</u>                    |
| <b>21. Other: Specify:</b>   |  |
| 21. +\$ <u>0.00</u>  |  |
| <b>22. Calculate your monthly expenses</b>   |  |
| 22a. Add lines 4 through 21.   | \$ <u>1,562.00</u>                     |
| 22b. Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2   | \$ <u>1,562.00</u>                     |
| 22c. Add line 22a and 22b. The result is your monthly expenses.  |  |
| <b>23. Calculate your monthly net income.</b>  |  |
| 23a. Copy line 12 ( <i>your combined monthly income</i> ) from Schedule I.   | 23a. \$ <u>2,207.00</u>                |
| 23b. Copy your monthly expenses from line 22c above.   | 23b. -\$ <u>1,562.00</u>               |
| 23c. Subtract your monthly expenses from your monthly income.<br>The result is your <i>monthly net income</i> .  | 23c. \$ <u>645.00</u>                  |
| <b>24. Do you expect an increase or decrease in your expenses within the year after you file this form?</b><br>For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage? |  |
| <input checked="" type="checkbox"/> No.  |  |
| <input type="checkbox"/> Yes.  | Explain here: _____                    |

UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE:

|                        |   |                          |
|------------------------|---|--------------------------|
| Mthandi D. Burton      | : | Bankruptcy No.: 17-15974 |
| 8649 Bayard Street     | : | Chapter 13               |
| Philadelphia, PA 19150 | : |                          |
|                        |   | Debtor                   |

**CERTIFICATION OF SERVICE**

I, Teresa Brady, Esquire, attorney for Mthandi D. Burton, hereby certify that a true and correct copy of the forgoing *Motion to Modify Chapter 13 Plan after Confirmation* was forwarded to the following by 1<sup>st</sup> Class U.S. Mail and/or electronically on April 30, 2019.

Office of the Clerk  
US Bankruptcy Court  
900 Market Street  
Suite 400  
Philadelphia, Pa 19107

William C. Miller, Esquire  
Chapter 13 Trustee  
P.O. Box 40119  
Philadelphia PA 19106-0119

US Trustee's Office  
833 Chestnut Street  
Suite 500  
Philadelphia, PA 19106

Debtor

Kevin G. McDonald, Esquire  
KML Law Group, P.C.  
701 Market Street, Suite 5000  
Philadelphia, PA 19106

/S/TeresaBrady,Esquire  
Teresa Brady, Esquire #57587  
210 East Girard Avenue  
Philadelphia, PA 19125  
(215) 426-1020